

# HOWREY

525 Market Street  
Suite 3600  
San Francisco, CA 94105-2708  
www.howrey.com

**Denise M. De Mory**  
Partner

T 415.848.4983

F 415.848.4999

demoryd@howrey.com  
File 06816.0060.000000

April 7, 2006

Hon. Edward M. Chen  
Magistrate Judge  
United States District Court  
Northern District of California  
450 Golden Gate Avenue  
Courtroom C, 15th Floor  
San Francisco, CA 94102

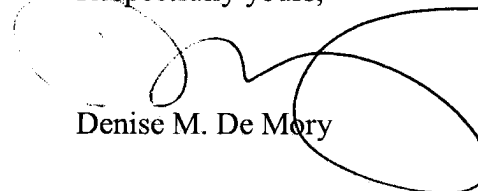
**Re: *Synopsys v. Ricoh Company, Ltd.*,  
Case No. C03-2289 MJJ (EMC)  
*Ricoh Company, Ltd. v. Aeroflex, Inc., et al.*,  
Case No. C03-4669 MJJ (EMC)**

Dear Judge Chen:

Enclosed please find an Amended Stipulation and Order Re Supplemental Production In Accordance With Judge Chen's April 20, 2006 Order ("Stipulation and Order") to which the parties have agreed. The only modification to the Stipulation and Order is that the phrase "for any Commercial ASIC either synthesized or sold in the United States" has been added to clarify something that the parties agreed to but omitted from the stipulation; i.e., that product data will only be collected for products that were either synthesized or sold in the United States.

Mr. Brothers and I are available at your convenience for a telephone call regarding the foregoing should you have any questions or concerns. If not, we ask that the amended Stipulation and Order be entered and that it supersede the already entered Stipulation and Order.

Respectfully yours,



Denise M. De Mory

DMD:plk

cc: Kenneth Brothers, Esq.  
Gary Hoffman, Esq.  
Edward Meilman, Esq.  
Eric Oliver, Esq.  
DeAnna Allen, Esq.  
Michael Weinstein, Esq.  
Seymour Seyoum

1 Teresa M. Corbin (SBN 132360)  
Denise M. De Mory (SBN 168076)  
2 Jaclyn C. Fink (SBN 217913)  
HOWREY LLP  
3 525 Market Street, Suite 3600  
San Francisco, California 94105  
4 Telephone: (415) 848-4900  
Facsimile: (415) 848-4999

5 Attorneys for Defendants AEROFLEX INCORPORATED,  
6 AEROFLEX COLORADO SPRINGS, INC., AMI  
SEMICONDUCTOR, INC., MATROX ELECTRONIC  
7 SYSTEMS, LTD., MATROX GRAPHICS, INC., MATROX  
INTERNATIONAL CORP., and MATROX TECH, INC.  
8

9 UNITED STATES DISTRICT COURT  
10 NORTHERN DISTRICT OF CALIFORNIA  
11 SAN FRANCISCO DIVISION

12 RICOH COMPANY, LTD.,

13 Plaintiff,

14 vs.

15 AEROFLEX INCORPORATED, AMI  
SEMICONDUCTOR, INC., MATROX  
16 ELECTRONIC SYSTEMS LTD., MATROX  
GRAPHICS INC., MATROX  
17 INTERNATIONAL CORP., MATROX TECH,  
INC., AND AEROFLEX COLORADO  
18 SPRINGS, INC.,

19 Defendants.  
20  
21

Case No. C03-04669 MJJ (EMC)

**AMENDED STIPULATION AND ORDER  
RE SUPPLEMENTAL PRODUCTION IN  
ACCORDANCE WITH JUDGE CHEN'S  
APRIL 20, 2006 ORDER**

22 **IT IS HEREBY STIPULATED AND AGREED** by and between Ricoh Company, Ltd.  
23 ("Ricoh") and Aeroflex Incorporated, AMI Semiconductor, Inc., Matrox Electronics Systems, Ltd.,  
24 Matrox Graphics Inc., Matrox International Corp., Matrox Tech., Inc. and Aeroflex Colorado Springs,  
25 Inc. (the "Defendants") that:

26 1. A "Commercial ASIC" is any ASIC (as defined in U.S. Patent No. 4,922,432 at Col.  
27 1:13-17) that was, between 1997 and the present, (1) synthesized using Design Compiler for which (2)  
28 revenue was received and (3) one or more physical ASICs were manufactured (whether considered to

1 be a prototype or not). To avoid any doubt, all three criteria must be met and all three criteria must  
2 have occurred between 1997 and the present for an ASIC to qualify as a "Commercial ASIC."

3       2. Subject to the limitations set forth in the paragraphs below, the Defendants will identify  
4 and produce documents relating to Commercial ASICs synthesized between 1997 and the present by  
5 subsidiaries, including those ASICs for which synthesis was performed before acquisition of the  
6 subsidiary or its assets, for any Commercial ASIC either synthesized in the United States or sold in the  
7 United States, except that Commercial ASICs synthesized before an acquisition or asset purchase will  
8 not be identified if the acquiring party did not obtain rights to the ASICs. The Defendants will identify  
9 and produce documents, subject to the limitations set forth below, relating to Commercial ASICs  
10 synthesized by third parties provided that the synthesis was done at the request, direction or control of  
11 any named party.

12       3. For all newly identified products, Ricoh agrees to accept production of only "product  
13 packages" and financial information. The "product package" for a newly identified Commercial ASIC  
14 will include, to the extent it exists and is within the producing Defendant's possession, custody or  
15 control, the (1) script(s), including DC setup files, (2) inputs, including RTL inputs,<sup>1</sup> (3) technology  
16 library(ies), (4) log file(s) and (5) netlist(s) for the newly identified Commercial ASIC.

17       4. For all newly identified Commercial ASICs, the Defendants agree to produce financial  
18 documents including sales and cost information to the extent such information exists and is within the  
19 producing Defendant's possession, custody or control, with the following qualification: if all synthesis  
20 was done in the United States, or the RTL or technology library was supplied from the United States,  
21 or the netlist or mask data was shipped into the United States for manufacturing, then the producing  
22 Defendant will produce worldwide sales information for the newly identified Commercial ASIC.  
23 Otherwise, the producing Defendant will produce only information regarding sales in the United  
24 States.

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25  
26  
27 <sup>1</sup> The Defendants shall determine whether any third party, non-Synopsys software (e.g., a flowchart translator) was used to  
28 convert an input specification to RTL. If so, the Defendants shall identify such third party software and produce the input  
specification and the converted RTL.

1           5.       The Defendants will update their product declarations and library declarations (to the  
2 extent such updates are called for by newly identified ASICs) by May 10.

3           6.       The Defendants will make good faith efforts to produce all documents by May 15. The  
4 product packages will be produced in an electronically searchable format. The financial documents  
5 will be produced in bates labeled and a native electronic format, to the extent such format exists.

6           7.       To the extent that a particular Defendant does not have a complete product package or  
7 financial information for a newly identified ASIC, the Defendant will inform Ricoh that it does not  
8 have such information. To the extent the Defendant knows if such information is in the possession,  
9 custody, and control of a third party, it will identify such third party. To the extent that responsive  
10 information is the possession, custody or control of third parties known to the Defendants, the  
11 Defendants will cooperate in good faith in assisting Ricoh to obtain such information by requesting  
12 that the third party provide such information to it. Ricoh, however, understands that the Defendants'  
13 obligations under this Stipulation are limited to making good faith requests.

14          8.       The Defendants will make good faith efforts to provide additional 30(b)(6) deponents  
15 before June 9. The Defendants will work in good faith to try to schedule depositions such that all or  
16 most of the 30(b)(6) deponents are produced in one location in a one week period.

17          9.       This Stipulation resolves the issues raised by Ricoh's Motion for Sanctions filed on  
18 February 21, 2006. If the Defendants fail to perform in accordance with any of the terms of this  
19 Stipulation, Ricoh reserves the right to seek evidentiary, monetary, or other sanctions.

20          10.       To the extent that new Commercial ASICs are identified, Ricoh and the Defendants  
21 agree that Ricoh's Final Infringement Contentions served on March 24, 2006 shall, in substantial part,  
22 satisfy Ricoh's obligations to produce Final Infringement Contentions with regard to the newly  
23 identified Commercial ASICs. Ricoh, however, shall supplement its Final Infringement Contentions  
24 for each newly identified Commercial ASIC by identifying only the inputs that satisfy the following  
25 elements of claim 13: "storing data describing a set of available integrated circuit hardware cells for  
26 performing the actions and conditions defined in the stored set" and "describing for a proposed  
27 application specific integrated circuit a series of architecture independent actions and conditions." To  
28 the extent that the Defendants produced declarations, documents, and deponents as set forth above,

Ricoh will provide this supplement on or before June 19, 2006. In the event that the above deadlines are not met, the parties will meet and confer in good faith regarding an appropriate time for supplementation.

Dated: May 5, 2006

HOWREY LLP

By: /s/ Denise M. De Mory  
Attorneys for Defendants AEROFLEX  
INCORPORATED,  
AEROFLEX COLORADO SPRINGS, INC., AMI  
SEMICONDUCTOR, INC., MATROX ELECTRONIC  
SYSTEMS, LTD., MATROX GRAPHICS INC.,  
MATROX INTERNATIONAL CORP. and MATROX  
TECH, INC.

Dated: May 5, 2006

DICKSTEIN SHAPIRO MORIN & OSHINSKY, LLP

By: /s/ Kenneth W. Brothers  
Kenneth W. Brothers (*pro hac vice*)

ALTSHULER, BERZON NUSSBAUM, RUBIN &  
DEMAIN  
Jeffrey B. Demain  
Attorneys for Plaintiff and Defendant  
RICOH COMPANY, LTD.

**ORDER**

Pursuant to stipulation, it is so ordered. The continued hearing on Ricoh's Motion for Sanctions set for May 3, 2006 is hereby vacated.

This order terminates Docket No. 358.

DATED: \_\_\_\_\_

\_\_\_\_\_  
EDWARD M. CHEN  
United States Magistrate Judge